

AGREEMENT
BETWEEN
UNITED FOOD & COMMERCIAL WORKERS UNION
LOCAL #655
AND
HOLTEN MEAT INCORPORATED

SEPTEMBER 16, 2019

THROUGH

SEPTEMBER 18, 2022

TABLE OF CONTENTS

ARTICLE 1 – BARGAINING RIGHTS.....	1
ARTICLE 2 – CONDITIONS OF EMPLOYMENT	1
ARTICLE 3 – MANAGEMENT RIGHTS.....	2
ARTICLE 4 – SENIORITY	3
ARTICLE 5 – DISPUTE PROCEDURE	4
ARTICLE 6 – STRIKE AND LOCKOUT	5
ARTICLE 7 – HOURS OF WORK.....	5
ARTICLE 8 – HOLIDAYS.....	6
ARTICLE 9 – VACATIONS	7
ARTICLE 10 – JURY SERVICE.....	9
ARTICLE 11 – HEALTH & WELFARE	9
ARTICLE 12 – HEALTH AND SAFETY	11
ARTICLE 13 – TOOLS FURNISHED.....	11
ARTICLE 14 – FUNERAL LEAVE	11
ARTICLE 15 – STEWARD.....	12
ARTICLE 16 – LEAVES OF ABSENCE.....	12
ARTICLE 17 – NON DISCRIMINATION	13
ARTICLE 18 – WAGES	13
ARTICLE 19 – RETIREMENT BENEFITS	13
ARTICLE 20 – SEPARABILITY	13
ARTICLE 21 – EXPIRATION.....	13
EXHIBIT “A”	14
HEALTH & WELFARE INTERPRETATION RULES ADDENDUM	16
SIDE LETTER NUMBER 1	18
SIDE LETTER NUMBER 2	21
SIDE LETTER NUMBER 3	22

THIS AGREEMENT has been entered into the day and year last below written between HOLTEN MEAT INCORPORATED hereinafter designated as the Employer, and UNITED FOOD AND COMMERCIAL WORKERS LOCAL #655, U.F.C.W., hereinafter designated as the Union.

ARTICLE 1 – BARGAINING RIGHTS

1.1 The Union shall be the sole and exclusive bargaining agent for all employees in the classifications listed in the wage schedule in Exhibit “A” at the Employer’s facility located at 1682 Sauget Business Blvd., Sauget, Illinois 62206 and at the Employer’s operation located at 1429 Boulder Blvd., Valmeyer, IL 62295.

1.2 The Employer agrees not to enter into any agreement or contract with the employees, which in any way conflicts with the terms and provisions of this Agreement.

1.3 Nothing contained in this Agreement is intended to violate any federal or state law, rule or regulation made pursuant thereto. If any part of this Agreement is construed to be in such violation, then that part shall be null and void and the parties agree that they will immediately begin negotiations to replace said void part with a valid provision. In the event a valid provision cannot be agreed upon within thirty (30) calendar days from the start of negotiation then the matter shall be referred to arbitration.

ARTICLE 2 – CONDITIONS OF EMPLOYMENT

2.1 It is understood and agreed by and between the parties hereto that, as a condition of continued employment, all persons who are hereafter employed by the Employer in the unit which is the subject of this Agreement, shall become members of the Union not later than the thirty-first day following the beginning of their employment, or the execution date of this Agreement, whichever is later; that the continued employment by the Employer in said unit of persons who are already members in good standing of the Union shall be conditioned upon those persons continuing their payment of the periodic dues of the Union; and that the continued employment of persons who are in the employ of the Employer prior to the date of this Agreement and who are not now members of the Union, shall be conditioned upon those persons becoming members of the Union not later than the thirty-first day following the execution date of this Agreement. The failure of any person to become a member of the Union at such required times shall obligate the Employer, upon written notice from the Union to such effect and to the further effect that Union membership was available to such person on the same terms and conditions generally available to other members, to forthwith discharge such person. Further, the failure of any person to maintain his Union membership in good standing as required herein shall, upon written notice to the Employer by the Union to such effect, obligate the Employer to discharge such person. The Employer, however, shall not discharge an employee for non-membership in the Union if he has reasonable grounds for believing that membership was denied or terminated for reasons other than the failure of the employee to tender the periodic dues and the initiation fees uniformly required as a condition of acquiring or retaining membership.

2.2 The Employer shall, for the term of this Agreement, deduct initiation fees and Union dues weekly from employees who are members of the Union and individually and voluntarily certify in writing authorization for such deductions. The Employer shall remit all sums deducted in this manner to the Union before the fifteenth (15th) day of the month following the month for which the initiation fees and dues were collected.

2.3 The Employer shall forward to the Union on a quarterly basis a current seniority list in Excel or Access format including name, social security number, hire date, classification, wage rate and hours paid in the previous quarter.

2.4 New employees shall be on probation for their first sixty (60) days of employment during which time they may be terminated for any reason. By mutual agreement between the Employer and the Union an extension of the probationary period may be granted, not to exceed an additional thirty (30) days. Such termination shall not be subject to Article 4.

2.5 Once each week or once each year the Employer shall deduct and forward to the designated entity an amount consented to in writing as a political contribution by the affected employee.

ARTICLE 3 – MANAGEMENT RIGHTS

3.1 Except as expressly limited by a specific provision of this Agreement, the Employer retains and shall continue to have the sole and exclusive right to manage its business and direct the working forces, including but not limited to the right to plan, direct and control operations, the right to hire including the right to drug test applicants, suspend, discipline, demote, discharge for cause, the right to maintain order and efficiency, transfer or promote, or to relieve employees from active duty because of lack of work or other legitimate reasons, the right to study, determine and regulate the methods, quality of work, and the sources and kinds of merchandise, materials, parts, facilities and equipment used, handled or sold, the right to schedule and reschedule work hours, work shifts and shift hours and overtime requirements and the assignments thereto, the right to select customers, the right to extend, limit or curtail operations when and in such manner as it deems advisable to do so, the right to establish, modify and enforce rules and regulations including rules concerning drug and alcohol abuse, the right to close, sell, liquidate or move, relocate or transfer the business in its entirety or any part thereof, and including the right to expand, reduce, alter, combine, move, transfer, relocate or terminate any job, job content, department, operation or service, to subcontract provided employees are not laid off, and the right to determine the number, location and operation of its facilities as well as the right to make and enter into decisions to do any of the foregoing and to determine and resolve the effects of such decisions by whatever means the Employer deems appropriate, subject only to the express provisions of this Agreement.

3.2 In its sole discretion, the Employer reserves the right to implement or to later withdraw a merit pay program that may, in given circumstances, supplement the base wage of some or all employees. The establishment and initiation or withdrawal of the terms and conditions of said merit program are within the management rights of the

Employer, including the right to perform individual evaluations of employees with or without the individual employee's participation. This section, its application and implementation is not subject to and is expressly removed from the provisions of Article IV, Dispute Procedure, and the exclusive remedy pertaining to this section is set forth in Section 3.3.

3.3

- a.) If an employee has a concern over the application of Sections 3.1 and 3.2 it shall be brought to the attention of the shop steward who shall take up the concern with the plant manager;
- b.) If the matter is not resolved at the prior step, the shop steward shall consult with the Personnel Department;
- c.) If the matter is not resolved at the prior step, the Union Representative shall consult with the Personnel Department.

3.4 The Employer agrees that when dealing with employees, its managers and supervisors will use all reasonable efforts to consciously regard and respect employee's feelings and self-esteem. This section is not subject to the grievance procedure.

ARTICLE 4 – SENIORITY

4.1 (a) Seniority shall be defined as the employee's length of continuous service with the Employer. No employee shall acquire any seniority rights until he or she has been employed by the Employer for at least six (6) months and he shall not be deemed to be entitled to any of the privileges of seniority until he has been employed for that long. In the event the Employer cannot determine whether to retain an employee by the end of the six (6) month period, it may request a ninety (90) day extension of the non-seniority period from the Union which request will not be unreasonably denied. After six (6) months (or six (6) months plus ninety (90) days), seniority shall apply from the date of employment.

(b) Seniority of an employee shall terminate for any of the following reasons:

- Voluntary resignation.
- Discharge for just cause subject to the grievance and arbitration procedure.
- Failure of an employee to return to work.
- Failure of an employee to return to work following a layoff within five (5) working days after notice by registered mail by the Employer to the employee's last known address on Employer's records.

- When an employee has been laid off for a period of six (6) months. Employees on permanent layoff as of the date of this Agreement shall have no recall rights.
- When an employee is off work for medical reasons verified by his treating physicians after any applicable FMLA leave period has expired, the employee may return to work up to six (6) months after such leave first commenced.
- Retirement.

(c) Seniority shall prevail in the Employer's plant with reference to layoffs and recall only provided, however, that in the exercise of seniority, employees must be qualified in the discretion of the Employer to perform the job or jobs in question, subject to the grievance procedure. Employees on temporary layoff status as of the date of this Agreement will be recalled in the order of their layoff.

(d) In its sole discretion, the Employer will layoff employees that are not on the seniority list subject to the operational needs of the Employer and the performance, skill, ability and experience of the employee. This section is specifically not subject to and is expressly removed from the provisions of Article IV, Dispute Procedure, and the exclusive remedy pertaining to this section is set forth in Section 3.4.

ARTICLE 5 – DISPUTE PROCEDURE

5.1 Should any differences, disputes including safety disputes, or complaints arise over the interpretation or application of the contents of this Agreement including claims of discrimination by any employee against the Employer relating to sex, race, religion, age, national origin, disability in accordance with the law, union activity or affiliation, the family medical leave act and alleged retaliation relating to any workers' compensation act, there shall be an earnest effort on the part of both parties to settle such promptly through the following steps:

Step 1. Within seven (7) work days after the written grievance is given to the Human Resources Director or Plant Manager, by conference between the employee involved together with the steward (from any shift if the steward from the employee's shift is not available), and/or Union Representative, and a supervisor, a Human Resource representative, and the Department.

Step 2. Within seven (7) work days after the conclusion of the conference described in Step 1, by conference between the Union Representative and the Plant Manager and/or Human Resource Representative if not resolved in Step 1; and

Step 3. Within seven (7) workdays after the conclusion of the conference described in Step 2, by conference between an official or officials of the Union and a representative of the Employer if not resolved in Step 2.

Step 4. In the event that the last step fails to settle satisfactorily the complaint (grievance), it shall be referred to arbitration.

5.2 In any case in which an employee is aggrieved and the Union promptly notifies the employee that it does not intend to request arbitration after the Step 3 meeting, the time for requesting arbitration shall be stayed pending the employee's exhaustion of internal union appeals to the Union's Executive Board.

5.3 The parties shall request the Director of the Federal Mediation and Conciliation Service to furnish a panel of seven (7) arbitrators from which the arbitrator may be chosen. The expense of the arbitrator shall be paid for jointly.

5.4 In the event of alleged unfair discharge, the Union must file a written complaint with the Employer within seven (7) days after the day of discharge, asserting that the discharge was improper. Should the arbitrator determine that it was an unfair discharge, the Employer shall reinstate the employee in accordance with the findings of the arbitrator, which shall be final and binding.

5.5 Grievances must be taken up promptly, and no grievance will be considered, discussed or become arbitrable which is presented later than seven (7) calendar days after such has happened.

ARTICLE 6 – STRIKE AND LOCKOUT

6.1 During the term thereof, the Union agrees that there shall be no strike. The Employer agrees that there shall be no lockout.

ARTICLE 7 – HOURS OF WORK

7.1 Employees shall be required to punch their own cards immediately before beginning work or after stopping work. No employees shall have the authorization, or be permitted to punch another employee's time card.

7.2 Employees shall be at their work station in proper work clothes at starting time.

7.3 Part-time employees shall be required to report to work upon two (2) hours notice.

7.4 It is the responsibility of each employee on layoff to contact the Employer each work day to determine whether he will be required to work the following work day.

7.5 Overtime will be paid for all hours over ten (10) in a day or forty (40) in a week. Overtime will not be pyramided.

7.6 Employees will not be sent home early to avoid payment of overtime for the week when work is available for them to perform.

When overtime is required Monday through Friday including the shift following the last shift worked on Friday, the Employer shall ask for volunteers by seniority from among those employees within the applicable classification qualified to do the work performing the work on the shift proceeding the required overtime. In the event that an insufficient number of employees qualified to do the work volunteer to work the overtime, the Employer may require employees from within the classification from the shift proceeding the overtime, who are qualified to do the work, to perform the overtime work by inverse seniority.

When overtime work is required on Saturday, Sunday or holidays, the Employer shall ask for volunteers from the entire bargaining unit by seniority from among those employees within the affected classification qualified to do the work. In the event that an insufficient number of employees qualified to do the work volunteer to work the overtime, the Employer may require employees from within the affected classification from the entire bargaining unit, who are qualified to do the work, to perform the overtime work by inverse seniority.

7.7 If an employee reports for work at the commencement of his regular shift or reports at the time he has been specifically requested by the Employer to report, he shall be guaranteed at least four (4) hours pay; provided that in the event of an Act of God preventing operation of the facility or preventing a sufficient number of employees from reporting to work to run production, no guarantee will be paid.

7.8 If an employee works in excess of two (2) hours beyond his or her scheduled shift, the employee will be granted a fifteen (15) minute rest period.

ARTICLE 8 – HOLIDAYS

8.1 The following shall be recognized as holidays: New Year's Day, Martin Luther King's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve Day and Christmas Day.

8.2 An employee must have completed the employee's probationary period to be eligible for holiday pay.

8.3 An employee must have worked the employee's scheduled work day before and after a holiday to be eligible for holiday pay for said holiday unless the absence is caused by one of the following reasons:

- (a) Proven Illness – The Employer may require proof of illness from a medical facility approved by the Employer;
- (b) Any approved absence approved by the Employer;
- (c) Injury on the job;
- (d) Meeting with management as a representative of the Union;

- (e) Death in the immediate family; or
- (f) Birth of the employee's child as mother or legal father.

No provision of this article shall be used as a subterfuge by the Employer to deprive an employee of any holiday pay.

8.4 Payment for work performed on Holidays listed in 8.1 of this Article shall be compensated for at time and one half the employee's regular straight time hourly rate of pay, in addition to any earned Holiday Pay.

8.5 In the event that the Employer determines that it must work on Martin Luther King's Birthday, it shall notify the Union and the employees by two (2) weeks prior written notice of its intention. In such case, said day will be a regular work day, however, employees will be paid holiday pay in addition to their regular pay for that day.

8.6 Each employee shall receive one (1) additional personal holiday on the employee's anniversary dates as follows: first (1st), twelfth (12th), fourteenth (14th), sixteenth (16th), eighteenth (18th), and twentieth (20th) twenty-fifth (25th), thirtieth (30th) and thirty-fifth (35th) year of employment. These holidays can be taken at any time, together or separately, as mutually agreed between the Employer and the employee, provided the employee gives at least seven (7) day's notice.

8.7 Each employee may earn three (3) attendance days (holidays) per year. Two (2) hours will be awarded for each calendar month of perfect attendance. An employee earning an attendance day holiday may elect to receive one hundred dollars (\$100.00) in place of said holiday. Attendance day holidays may be taken in half day or whole day increments only. Any employee with less than a four (4) hours increment will be paid the employee's hourly rate for those hours rather than be given time off for said hours. These holidays shall be taken and scheduled as provided for the personal holiday in Section 8.6. When an employee is asked to volunteer to go home, this time will not count against the employee's perfect attendance.

ARTICLE 9 – VACATIONS

9.1 Employees shall receive a vacation with pay pro-rated, based on their weekly hours and their respective hourly rate. (See Section 9.4 below for new employees.)

9.2 (a) Employees shall be eligible for vacation with pay according to the following schedule:

Any employee who has completed one (1) year of continuous employment as of January 1 is entitled to one (1) week vacation with pay at the then hourly rate to be taken any time during the following twelve (12) months.

Any employee who has completed three (3) years of continuous employment as of January 1 is entitled to two (2) weeks` vacation with pay at the then hourly rate to be taken any time during the following twelve (12) months.

Any employee who has completed ten (10) years of continuous employment as of January 1 is entitled to three (3) weeks` vacation with pay at the then hourly rate to be taken any time during the following twelve (12) months.

(b) All employees who have worked a minimum of eighteen hundred (1,800) hours in the preceding calendar year will receive a full vacation based on their weekly average. Employees who work less than eighteen hundred (1,800) hours in a calendar year shall receive a pro rata vacation.

9.3 Vacations cannot be carried over from year to year. They must be taken in the vacation period following the year in which they are earned.

9.4 New employees who have completed their probationary period with less than one (1) year of continuous service on January 1 will be entitled to a pro-rata vacation as follows:

150	hours by January 1	1/12	vacation pay
300	hours by January 1	2/12	vacation pay
450	hours by January 1	3/12	vacation pay
600	hours by January 1	4/12	vacation pay
750	hours by January 1	5/12	vacation pay
900	hours by January 1	6/12	vacation pay
1050	hours by January 1	7/12	vacation pay
1200	hours by January 1	8/12	vacation pay
1350	hours by January 1	9/12	vacation pay
1500	hours by January 1	10/12	vacation pay
1650	hours by January 1	11/12	vacation pay
1800	hours by January 1	full	vacation pay

9.5 Except as provided in Section 9.8 below, vacations shall not be scheduled for less than one (1) week at a time. Employees employed less than one (1) year who have earned less than forty (40) hours of vacation pay are to take consecutive days off at the rate of eight (8) hours per day.

9.6 Employees that are scheduled for a vacation may request and receive vacation pay prior to going on vacation if ten (10) days notice is given prior to going on vacation.

9.7 In the event the employee leaves the employ of the Employer, the employee will be entitled to payment for benefits earned by him prior to January 1, but not taken by the date of separation. If an employee leaves the employ of the Employer on or after January 1, he is entitled to a proration of benefits for that current vacation year.

9.8 Employees with two (2) weeks of vacation or more may take one (1) week of earned vacation one (1) day at a time provided the vacation day is scheduled at least fourteen (14) days in advance and is subject to Section 9.9 below.

9.9 Vacation time will be scheduled at a time mutually agreeable to the employee and the Employer. The Employer may limit the number of employees in a job classification to be on vacation at one time.

9.10 Employees with three (3) weeks of vacation may request to be paid out for one (1) week of vacation in lieu of time off.

ARTICLE 10 – JURY SERVICE

10.1 Regularly scheduled employees who have attained seniority and are subpoenaed and report for petit jury service shall be compensated for time lost for regularly scheduled hours at their regular base rate of pay at straight time up to and not to exceed forty (40) hours in any one (1) week, not to exceed two (2) weeks in any one (1) calendar year. Sums paid by the court to the employee for jury service will be retained by the employee. No employee will be required to report to work on any day the employee is required to report for jury service.

ARTICLE 11 – HEALTH & WELFARE

11.1 The Company shall continue pay four dollars and ninety cents (\$4.90) per hour for all hours paid with a maximum of forty (40) hours per week for all employees covered by this Agreement, into the United Food and Commercial Workers Union, Local No. 655 Welfare Fund.

Effective June 1, 2019, for hours paid in May 2019; the Company shall pay four dollars and thirty-six cents (\$4.36) per hour.

Effective June 1, 2020, for hours paid in May, 2020, the Company shall pay four dollars and fifty-seven cents (\$4.57) per hour.

Effective June 1, 2021, for hours paid in March, 2021, the Company shall pay four dollars and ninety-seven cents (\$4.97) per hour.

Effective June 1, 2022, for hours paid in May, 2022, and for all subsequent periods during the term of this Agreement, the Company will pay the amount uniformly established by the Trustees for other employers contributing for the same classification of benefits.

There will be three (3) one-month company contribution holidays. The first holiday will be the July 2019 payment for hours paid in June 2019, the second holiday will be for the September 2019 payment for hours paid in August 2019, the third for the August 2020 payment for hours paid in July 2020. If any contribution holiday would result in the Health and Welfare Fund having less than three (3) month of reserves, excluding IBNR, as determined by the Fund's actuaries, then the contribution holiday will be nullified. Eligibility

for these holidays will be determined by meeting the requirements of the utilization schedule adopted by the Fund.

If the Fund's reserve level excluding IBNR exceeds six (6) months for the month of August 2021, the company will be eligible for an additional contribution holiday for hours paid in July 2021 if it meets the requirements of the utilization schedule adopted by the Fund.

For purposes of interpreting the provisions of this Section, refer to the "Pension and Health and Welfare Interpretation Rules Addendum" which is attached hereto and incorporated by reference as if fully set out herein.

11.2 Employees whose spouses do not have their own primary health insurance will contribute an additional pre-tax employee contribution of forty dollars (\$40.00) per week to the Welfare Fund for spousal coverage.

11.3 All employees who are eligible for benefits from the Fund, or who become eligible for benefits from the Fund, shall make employee contributions in order to become and remain eligible for benefit coverage from the Fund. The contributions shall be deducted on a pre-tax weekly (or if applicable, bi-weekly) basis by the Employer. Such deductions shall be as follows:

Effective February 18, 2019: 20% of the amount uniformly established by the Trustees of the Welfare Fund for the employers contributing for the same classification of benefits for all hours paid to the employee with a maximum of forty (40) hours per week.

*Employees whose spouses do not have their own primary health insurance will contribute an additional pre-tax employee contribution of for dollars (\$40.00) per week to the Welfare Fund for spousal coverage.

An employee who elects to decline coverage and not pay the above Employee Contributions in accordance with this Agreement shall not receive benefits from the Fund.

The employee's declination of coverage shall not relieve the Employer of its obligation to contribute on behalf of that employee.

Employee's will elect in writing the "Plan" of benefit coverage they will participate in from among the "Plans" they are eligible for, based on eligibility guidelines established by the Trustees of the Welfare Fund. Employees will remain with the same Benefit Plan (A,B,C,D, or no coverage) unless the employee notifies the Health & Welfare Fund office in writing during the next enrollment period prior to January of each year. Employees will have the option to change Plan of Benefits (based on eligibility guidelines) or discontinue coverage during the annual enrollment period prior to the applicable January of each year.

Employees will elect in writing the coverage level (i.e. employee only, employee and spouse, etc.) from among the coverage levels that they are eligible for based on eligibility guidelines established by the Trustees of the Welfare Fund. Employees will remain with the same coverage level unless the employee notifies the Health and Welfare Fund Office

in writing during the next enrollment period prior to January of each year of the employee's desire to change the coverage level or discontinue coverage.

Employees who have declined coverage can only elect coverage during open enrollment periods or in the event of a "life changing event", as defined in the Plan Document/Summary Plan Description.

A newly eligible employee who does not make an election will be enrolled in Plan D at the highest level of coverage for which he/she is eligible based on hours paid. Any person who is automatically enrolled in this manner has the right to decline or change the coverage prospectively at any time by submitting a request in writing.

ARTICLE 12 – HEALTH AND SAFETY

12.1 If the Employer requires a health examination of any employee, such examination shall be paid for by the Employer.

12.2 The Employer agrees to provide a complete First Aid Kit.

12.3 No employee shall use power equipment without the safety guard. Any employee using such equipment without safety guards shall be subject to disciplinary action up to and including discharge.

ARTICLE 13 – TOOLS FURNISHED

13.1 All special wearing apparel, linens and uniforms required by the Employer, shall be furnished and laundered (except permanent press) by the Employer. All tools, including saws, knives, cleavers, etc., shall be furnished by the Employer.

13.2 Employees refusing to cooperate and use protective equipment will be made subject to disciplinary action.

13.3 Gloves will be made available to employees working in cutting rooms.

ARTICLE 14 – FUNERAL LEAVE

14.1 The Employer agrees to pay all regularly scheduled employees who have attained seniority for absence on account of death in the immediate family, up to and including a maximum of three (3) scheduled work days at straight time, provided the employee attends the funeral/memorial service. The term "immediate family" shall mean spouse, parents, grandparent, step-parents, child, grandchild, brother, sister, brother-in-law, sister-in-law, father-in-law, or mother-in-law, son-in-law, daughter-in-law. An employee will be permitted one (1) one day off in case of the death of a relative described in the prior sentence if said relation dies and the funeral/memorial service is out of town and the employee is unable to attend the funeral/memorial service provided the affected employee provides proof of death and relationship.

ARTICLE 15 – STEWARD

15.1 The Union shall have the right to designate no more than two (2) stewards on each shift. All business will be conducted by the stewards. The shop steward shall not conduct Union business on the Employer's time. All stewards shall have super seniority for layoff purposes only.

ARTICLE 16 – LEAVES OF ABSENCE

16.1 A leave of absence shall be defined as a period during which an employee must, for legitimate reasons be absent from work. Leaves under this Article shall be limited to:

- A. Military
- B. Family
- C. Union

They shall be for a specified length of time and without pay.

16.2 MILITARY LEAVE

In the event an employee covered by this Agreement enters into the Armed Forces of the United States, he shall be eligible for reinstatement in accordance with the provisions of the applicable Federal Legislation.

16.3 FAMILY LEAVE

The Employer will conduct its Family Leave Policy in accordance with federal law. The Company may require an employee to use up to one (1) week of vacation while an employee is on Family Medical Leave.

16.4 UNION LEAVE

Any employee with one (1) or more years of seniority with the Employer, elected or appointed to a Union position or delegated to attend a labor conference necessitating a leave of absence, shall be granted a leave of absence without pay and be guaranteed reemployment at the end of such period with the same seniority rating as when the leave of absence was granted. Leave of absence shall be granted for a period not to exceed one (1) year and shall be certified by the Union. Leave of absence beyond a one (1) year period may be renewed from time to time by agreement between the Union and the Employer.

16.5 Except in cases of emergencies, a written request to the Personnel Department for a leave shall be made at least five (5) working days prior to the requested starting date of the leave. It shall be the responsibility of an employee who is on leave to notify the Employer if he is unable to return to work at the expiration of the leave and to request an extension in accordance with proper procedure.

ARTICLE 17 – NON DISCRIMINATION

17.1 The Employer and the Union agree not to discriminate against any employee for reasons of sex, sexual orientation, gender identity, religion, age, national origin, disability in accordance with law, union activity or affiliation. This section is subject to the grievance and arbitration procedure.

ARTICLE 18 – WAGES

18.1 Wage rates, effective date of implementation, and classifications are contained on Exhibit "A" attached hereto and made a part thereof.

ARTICLE 19 – RETIREMENT BENEFITS

19.1 The Employer shall establish a 401(k) plan and shall contribute one percent (1%) of gross wages annually to said plan for each employee who qualifies for a contribution by satisfaction of the work, time of employment and other requirements specified in the plan and the Employer will match one hundred (100%) percent of any employee's individual contribution up to a four (4%) percent employee contribution. The plan may include other benefits for employees within the sole discretion of the Employer.


ARTICLE 20 – SEPARABILITY

20.1 Nothing contained in this Agreement is intended to violate any Federal or State laws, rules or regulations made pursuant thereto. If any part of this Agreement is construed to be in such violation by any court of competent jurisdiction, then that part shall be null and void and the parties will negotiate to replace said void part with a valid provision.

ARTICLE 21 – EXPIRATION


21.1 This Agreement shall take effect September 16, 2019, and expire on September 18, 2022, at midnight and shall continue from year to year from expiration date, unless either party serves notice in writing sixty (60) days prior to the expiration date or any anniversary date thereafter of the desire for termination of or for changes in this Agreement.

FOR THE UNION:
United Food & Commercial Workers,
Union Local #655



Date: 12/10/20

FOR THE EMPLOYER:
Holten Meat, Inc.



Date: 10 Feb 2020

EXHIBIT "A"

	<u>CURRENT</u> <u>Per Hour</u>	<u>01/01/2020</u> <u>Per Hour</u>	<u>01/01/2021</u> <u>Per Hour</u>	<u>01/01/2022</u> <u>Per Hour</u>
GRINDER EMPLOYEE*	\$18.75	\$19.40	\$20.03	\$20.63
FORMAX OPERATOR*	\$18.25	\$18.90	\$19.53	\$20.13
FREEZER PERSONNEL	\$18.25	\$18.90	\$19.53	\$20.13
TEAM COORDINATOR	\$18.25	\$18.90	\$19.53	\$20.13

PROD. PERSONNEL AND SANITATION	<u>CURRENT</u>	<u>01/01/2020</u>	<u>01/01/2021</u>	<u>01/01/2022</u>
STARTING RATE:	\$10.05	\$10.50	\$11.00	\$12.00
6 TH Month	\$11.14	\$11.47	\$11.85	\$12.73
12 th Month	\$13.15	\$13.40	\$13.65	\$13.90
24 th Month	\$13.35	\$13.60	\$13.85	\$14.10
36 th Month	\$13.70	\$13.95	\$14.20	\$14.45
48 th Month	\$16.00	\$16.56	\$17.14	\$17.74

* Employees new to the Grinder or Formax positions shall participate in a training program. Employees will progress to the next wage scale shown below when they have demonstrated mastery of the skills associated with that level in the sole discretion of the Employer in no event later than three (3) months after commencing any level. The Employer reserves the right to remove employee(s) from the trainee position due to work performance or business demands in which event the employee will be returned to the Employee's prior position. When an employee is returned to his/her prior position for business demands and a training opportunity reopens said employee will be given the first opportunity to train for the position from which the employee was transferred for business demands.

Position	Starting Rate	3 Months	6 Months	9 Months
Grinder Trainee	Full Hourly Rate minus \$1.50	Full Hourly Rate minus \$1.00	Full Hourly Rate minus \$0.50	Full Hourly Rate
Formax Trainee	Full Hourly Rate minus \$1.50	Full Hourly Rate minus \$1.00	Full Hourly Rate minus \$0.50	Full Hourly Rate

Red Circled employees shall receive the same amount of increases as the employees within these classifications.

- A.1 (b) Production Personnel will be paid one dollar (\$1.00) per hour above their regular rate while training other Production Personnel.
- A.1(c) Production Personnel will be paid one dollar (\$1.00) per hour above their rate while making boxes. This shall include up to one dollar (\$1.00) above the highest Production Personnel rate listed above.
- A.1 (d) Sanitation Employees working the third (3rd) shift will be paid a premium of one dollar (\$1.00) over their regular rate for all hours worked on said third shift.
- A.1 (e) Employees designated by the Employer to perform preoperational inspection shall receive one (\$1.00) over their regular rate for hours worked during each shift worked.
- A.1 (f) Grinder Trainers will be paid one dollar (\$1.00) per hour above their regular rate while training other Grinder Personnel.
- A.1 (g) Formax Trainers will be paid one dollar (\$1.00) per hour above their regular rate while training other Formax Personnel.
- A.1(h) Employees that transfer from the Sauget facility to the Valmeyer facility, or vice-versa will receive a one dollar (\$1.00) per hour premium for all hours worked at the other location. This premium will be for both temporary and permanent transfers. Notwithstanding the foregoing, employees hired at the Sauget facility will not receive the one dollar (\$1.00) per hour premium for work performed at the Sauget facility and employees hired at the Valmeyer facility will not receive the one dollar (\$1.00) per hour premium for work performed at the Valmeyer facility. This premium is solely intended for employees who either temporarily or permanently transfer from their home freezer location to another company facility, at the request of Employer.

HEALTH & WELFARE INTERPRETATION RULES ADDENDUM

The parties agree that the following principles will apply in interpreting the Company's obligation to contribute to the Article 11 – Health and Welfare Fund.

1. The Company shall contribute on hours paid out in a calendar year as unused vacation from the previous year, up to a maximum of forty (40) hours in the week in which the payout is made.

Examples:

An employee who is paid for forty (40) hours in a week in 2011 (including pay for hours worked and day-off entitlement hours) also receives in the same week pay for twenty-five (25) hours of unused vacation from 2010. The Company is obligated to contribute for forty (40) hours for that week.

An employee who is paid for twenty (20) hours in a week in 2011 (including pay for hours worked and day-off entitlement hours) also receives in the same week pay for twenty-five (25) hours of unused vacation pay from 2010. The Company is obligated to contribute for forty (40) hours for that week.

An employee who is paid for twenty (20) hours in a week in 2011 (including pay for hours worked and day-off entitlement hours) also receives in the same week pay for fifteen (15) hours of unused vacation time from 2010. The Company is obligated to contribute for thirty-five (35) hours for that week.

2. The Company shall contribute on hours paid for vacation entitlement in lieu of time off up to a maximum of forty (40) hours in the week in which the employee is paid the vacation hours.

Examples:

An employee who is paid for forty (40) hours in a week (including pay for hours worked and day-off entitlement hours) also receives in the same week twenty-five (25) hours of vacation pay in lieu of time off. The Company is obligated to contribute forty (40) hours in that week.

An employee who is paid for twenty (20) hours in a week (including pay for hours worked and day-off entitlement hours) also receives in the same week twenty-five (25) hours of vacation pay in lieu of time off. The Company is obligated to contribute for forty (40) hours in that week.

An employee who is paid for twenty (20) hours in a week (including pay for hours worked and day-off entitlement hours) also receives in the same week fifteen (15) hours of vacation pay in lieu of time off. The Company is obligated to contribute for thirty-five (35) hours in that week.

3. Upon termination of employment, the Company is obligated to contribute for all hours paid in a lump sum (that is, hours which the employee was eligible to receive upon termination pursuant to the Collective Bargaining Agreement, which may include, but is not necessarily limited to vacation, personal holidays and sick days) without regard to a forty (40) hour cap. Example: An employee terminates employment (whether by quitting, retiring or involuntary termination). He/she receives a check representing payment for twenty (20) hours worked, eighty (80) hours of unused vacation and sixteen (16) hours of personal holiday. The Company is obligated to contribute for one hundred sixteen (116) hours.

4. The Company is obligated to contribute on hours paid for vacation in advance of the time taken off if the time to be taken off as vacation is designated at the time the vacation pay is requested:

Examples:

An employee requests vacation pay for time to be taken off the following week. The Company is obligated to contribute for these hours.

An employee requests vacation pay for time to be taken off a month after the request is made. The Company is obligated to contribute for these hours.

An employee has requested vacation pay with no indication of if or when time off would be taken. The Company's obligation to contribute for these hours would be determined under paragraph 2 above (i.e., pay for vacation entitlement in lieu of time off).

SIDE LETTER NUMBER 1

Attendance Program

Each employee is hired because of the value that the employee brings to the Employer and to fill a gap that existed in a position until the employee came to fill that gap. If the employee is not at work, that gap remains. In an effort to consistently appreciate the employee's value to the Employer and provide top quality service and products to the Employer's customers, the following Attendance Policy has been designed.

1. DEFINITIONS

- (a) 100% Attendance — 100% attendance is presence at work each scheduled workday.
- (b) Absence Occurrence — An absence occurrence is time missed from work in excess of two (2) hours from each scheduled work period. An employee more than two (2) hours late may, in the Employer's sole discretion, not be permitted to work.
- (c) Tardy — A tardy is a clock-in or punch-in after the scheduled start time or leaving during or early from a scheduled work period if the time is less than two (2) hours. Two (2) tardies equal one (1) absence occurrence.
- (d) Scheduled work period — A scheduled work period is the employee's scheduled shift including scheduled overtime. It is also a voluntary or premium work schedule that the employee has committed to in advance.
- (e) Doctor's Excuse — A doctor's excuse is a valid written excuse personally signed or stamped by an MD, DDS, chiropractor specifying the reason that the employee had to miss work for each day tardy or absent. The doctor's excuse must be provided to the Employer the first (1st) day the employee reports to work after the absence occurrence or tardy or it shall be void. Emergency Room MD (Doctor) excuses are valid for up to three (3) calendar days.
- (f) Continuing Care Absence Occurrences Excuse — A continuing care absence occurrences excuse is a valid written excuse from a doctor, healthcare provider, or Urgency Care facility and will reduce two (2) or more consecutive absence occurrences up to one (1) calendar week to one (1) absence occurrence.
- (g) Non-Doctor's Excuse — A non-doctor's excuse is verification in writing that an employee is absent or tardy due to the following reasons: jury duty, funeral leave, industrial accident, medical leave of absence, union business, vacation, layoff, or weather (Employer authorized). Verification must be provided to the Employer the first (1st) day the employee returns to work or the non-doctor's excuse will be void.
- (h) Mandatory Court Date — In the case of a mandatory court day, the employee must provide written verification to the Operations Manager at least two (2) weeks prior to the court date. If the employee does not provide written verification to the Operations

Manager at least two (2) weeks prior to the court date, one (1) point shall be charged to the employee.

(i) Recording Period — A recording period is nine (9) months. An absence occurrence or tardy recorded during such period will be deleted from the employee's attendance record on the nine (9) month anniversary date of the absence occurrence or tardy.

(j) Attendance Record — An attendance record is a record of all days present, all absence occurrences and tardies of each employee.

(k) Key Personnel — Employees in key positions, such as Sanitation employees scheduled to work Monday Morning Pre-Op, Shipping Employee working Grinding Room Staging, or Maintenance employees scheduled for Sunday, must make arrangements at least four (4) hours prior to their scheduled start time or it will be treated as a No Call/No Show regardless of notification. Failure to work assigned overtime by Key Personnel is subject to disciplinary action up to and including discharge. In the event a Sanitation employee is absent for the four (4) hour overtime shift or the eight (8) hour shift that occurs on the same day, the maximum amount of points assessed is one (1) point.

2. PROGRAM OPERATION:

(a) All absence occurrences or tardies of an employee will be recorded on the employee's attendance record.

(b) Excused absences:

(1) Only approved time off requests will be accepted to excuse absence occurrences or tardies so that they do not count on the employee's attendance record.

(2) A doctor's excuse will act only to reduce two (2) or more consecutive absence occurrences up to one (1) calendar week to one absence occurrence.

(c) Non-excused absences:

(1) For the third (3rd) non-excused absence occurring during a recording period, the employee will receive a verbal warning.

(2) For the fourth (4th) non-excused absence occurring during a recording period, the employee will receive a written warning.

(3) For the fifth (5th) non-excused absence occurring during a recording period, the employee will receive a one (1) day suspension without pay.

(4) For the sixth (6th) non-excused absence occurring during a recording period, the employee will receive a written "Final" warning.

(5) For the seventh (7th) non-excused absence occurring during a recording period, the employee will be discharged.

(d) An employee may request scheduled time off in advance, by making arrangements minimally one (1) week ahead of time with the Operations Manager. For documented

emergencies, twenty-four (24) hours advance notice may be accepted. When scheduled time off has been approved, the employee will be taken off the work schedule and not subject to disciplinary action, per agreement and the discretion of the Operations Manager. All paid leave must be used before any unpaid approved time off will be allowed.

FOR THE UNION:

United Food & Commercial Workers,
Union Local #655



Date: 2/10/20

FOR THE EMPLOYER:

Holten Meat, Inc.



Date: 10 Feb 2020

SIDE LETTER NUMBER 2

Employees will be allowed to bid to jobs posted by the Employer from one shift to another provided they are qualified to perform the job to which they are bidding. The Employer will determine who should fill the job opening by taking into consideration who satisfies the qualifications for the job and can perform the duties of the job. If the Employer determines that there are two or more "equally qualified" employees who signed the internal job posting, the most senior employee will be selected. The Employer reserves the right to determine the qualifications for jobs and determine if any employee satisfies the qualifications for the job. When the Employer determines that there is no qualified employee, the Employer retains the right to hire an external candidate for the job opening. This process will be utilized solely for single job openings. When multiple openings in a department occur [two (2) or more simultaneously such as a crew expansion], the Employer retains the right to fill jobs from any additional sources (internal and external) based on qualifications. Employees will not be allowed to bid from one shift to another due to the creation of temporary new lines during peak season. No employee will be moved to his or her new shift until his or her replacement has been trained and qualified. This Side Letter shall remain in force through the duration of the Agreement.

FOR THE UNION:

United Food & Commercial Workers,
Union Local #655



Date:

2/10/20

FOR THE EMPLOYER:

Holten Meat, Inc.



Date:

10 Feb 2020

SIDE LETTER NUMBER 3

All employees will receive at least one full week-end (Saturday and Sunday) off per month during the peak season. Employees may volunteer to work on their designated week-end off, but that does not entitle the employee to another week-end (Saturday and Sunday) off during that month.

This Side Letter will expire on September 18, 2022, and renewal will be subject to negotiations.

FOR THE UNION:

United Food & Commercial Workers,
Union Local #655



Date: _____

2/10/20

FOR THE EMPLOYER:

Holten Meat, Inc.



Date: _____

10 Feb 2020